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IN THE

Supreme Court of the United States

October Term, 1963

No. 311

ARNOLD SCHILDHAUS,

Petitioner,

v.

UNITED STATES OF AMERICA

REPLY BRIEF

As to Point 1 of Respondent's Brief in Opposition

The minority rule on which petitioner relies (p. 6 of Petition) has been made the law by the Uniform Commercial Code adopted by 18 states including New York. The question presented, conceded by respondent to be interesting (p. 4, Respondent's Brief), is whether the federal courts will adopt the law as set forth in the Uniform Commercial Code.

As to the contention first raised in this Court that "payment at such times" etc. (p. 5 of Respondent's Brief), it is a tortured attempt to answer an unanswerable argument. The clause has no reference to a new contract made after the notes had been declared by the holder "matured".

As to Point 2 of Respondent's Brief (p. 5)

No argument is advanced that the holder was prohibited to negotiate the notes after their maturity, but that after the maturity of the notes by the passage of time, the accom-

modation maker is not liable. The so-called minority rule (p. 7 of Petitioner's Brief) has been adopted by the Uniform Commercial Code.

As to Point 3 of Respondent's Brief (p. 5)

Argued in all courts was that the failure to refile the chattel mortgages released the accommodation maker (see p. 13 of Government's Brief in Circuit Court of Appeals). Section 235 of N. Y. Lien Law provides that chattel mortgages which are not refiled shall be invalid against creditors, purchasers or mortgages. These mortgages were made in 1950 to 1952, and the Government first sued in 1959. The building in these years had been sold and resold.

As to Point 4 of Respondent's Brief (p. 6)

It is petitioner's contention that the doctrine of "stricti s simi juris" applies. After the note had been declared matured by the holder, the holder entered into a new contract agreeing to accept $200 of the $350 then due, and varied each and every term of the original note.

I would be a fool if I didn't recognize that in a court as busy as the Supreme Court it would be physically impossible to correct all erroneous decisions in the various Federal courts. However, a surprising number of professors from various universities including some of the most eminent, expressed their interest, and in writing for records and briefs urged this petition. I have followed their advice.

ARNOLD SCHILDHAUS,
Attorney, pro se.